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#### **Contract Database Metadata Elements**

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Union: **Oppenheim-Ephratah Central School Non-Instructional Employees**

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# AGREEMENT

*Between the*

Oppenheim-Ephratah Central School  
Non-Instructional Employees

*and the*

Superintendent of the  
Oppenheim-Ephratah Central  
School District



7/1 6/30  
2008-2011

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ADMINISTRATIVE

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## **ARTICLE I RECOGNITION**

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The Oppenheim-Ephratah Central School District Board of Education hereby recognizes the Oppenheim-Ephratah Central School Non-Instructional Employees, all non-instructional employees, as the exclusive negotiating agent.

Exclusions to this unit shall include persons and all duties of the person holding the position of District Clerk, the person and all duties of the person holding the position of District Treasurer, The Secretary to the Superintendent, Senior Auto Mechanic, Senior Custodian and Account Clerk, all substitute employees, all part-time employees, and nurse.

Such recognition shall extend until one hundred and twenty (120) days prior to the annual meeting date of the last year of this agreement.

The Board agrees not to negotiate with any other organization for the duration of this agreement.

## **ARTICLE II NEGOTIATIONS**

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There shall be negotiations with the Board of Education in accordance with the procedures established by the Oppenheim-Ephratah Central School Non-Instructional Employees and the Board of Education. These negotiations will be carried out in good faith to reach a mutual understanding and agreement.

The Negotiating Unit agrees to present all its demands to the District on or before February 1<sup>st</sup> of the calendar year in which the agreement expires. In the event that its demands are not presented as above, it is understood that the current expiration date of the agreement will be extended one year. The areas of negotiation shall be limited to the agenda of subjects submitted by each party on or before February 21<sup>st</sup> of the calendar year in which the agreement expires, except by mutual consent of both parties.

# ARTICLE III

## GRIEVANCE PROCEDURE

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Nothing contained herein shall be construed to prevent any individual employee from discussing any matter with administrators and/or supervisors or processing a grievance in his/her own behalf in accordance with the grievance procedure.

Nothing contained herein shall be construed to deny any employee his/her rights under Section 15 of the New York Civil Rights Law or under the State Education Law or under applicable Civil Service laws and regulations.

No public employee or employee organization shall engage in a strike, and no employee organization shall cause, instigate, encourage or condone a strike.

A "*grievance*" is any alleged violation of this agreement or any dispute with respect to its meaning or application.

For the purpose of processing grievances, a "*day*" shall mean a school day. During school vacations, a "*day*" shall mean a day when the District Office is officially open.

### **Step 1- Oral Step**

Before submission of a written grievance, the aggrieved party must attempt to resolve it informally. The grievant shall bring the grievance to the attention of his/her immediate supervisor within fifteen (15) workdays after the occurrence complained of.

### **Step 2 – Written Step**

Grievant shall file his/her complaint in writing within ten (10) days after the attempt to resolve the grievance informally. The grievance shall name the aggrieved party, the provision of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions, and a general statement of the grievance and redress sought by the aggrieved party. Forms shall be available in the District Office. All grievances shall be submitted to the Business Manager. If the Business Manager determines that it may affect the entire bargaining unit, or if the proposed resolution exceeds the authority of the Business Manager, the Business Manager shall direct the grievant to submit the grievance to the Superintendent.

### **Answer at Step 2**

The Business Manager may, at his/her option or at the request of the grievant, hold a meeting to discuss the grievance. The Business Manager shall write a response within five (5) days of the date he receives the grievance; or within five (5) days of the date of the meeting, if one is held.

### **Step 3 – Appeal to the Superintendent**

The grievant must appeal the decision at Step 2 within five (5) days of the date he receives that decision or the grievance will be deemed to be resolved or dropped.

### **Answer at Step 3**

The Superintendent may, at his option or at the request of the grievant, hold a meeting to discuss the grievance. The Superintendent shall write a response within ten (10) days of the date he receives the grievance; or within ten (10) days of the date of the meeting, if one is held.

## **ARTICLE IV DURATION OF AGREEMENT**

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This contract shall be effective as of July 1, 2008, shall terminate on June 30, 2011, and may be reopened for re-negotiations only by mutual consent.

## **ARTICLE V POLICY REGARDING ABSENCES**

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All employees may earn one (1) day of sick leave for each calendar month they work. This may accumulate to a total of two hundred (200) days.

1. A calendar month worked shall be defined as any month that the employee is on the job a minimum of eleven (11) days. Vacation days (not sick leave or personal leave) are considered on-the-job days for this purpose.
2. Sick leave will include emergency sickness in the immediate family.

3. Twelve (12) month employees: Sick day is to be counted as an eight (8) hour day toward workweek when overtime becomes a consideration.
4. A doctor's excuse will be required after three consecutive sick days and must include the days out and the date the employee is allowed to return to work with no restrictions.
5. A doctor's excuse will be required for any sick day taken on a day that was previously denied as a personal day. This excuse must be in writing from the employee's doctor and presented to the administration on the day of return.
6. Sick Bank – The bank will be administered by the superintendent of his/her designee. The sick bank will be open for any member who is seriously ill or disabled and who's accumulated sick, vacation and personal leave is exhausted. To be eligible for benefits from the sick bank, an employee must be disabled (unable to perform regular duties) for a continuous period of five (5) working days or more. To apply for the sick bank the employee must make a written request to the superintendent. When the request is approved a notice will be given to all staff. Anyone interested in donating days will notify the superintendent of his/her designee. These days can only be used for the illness that the sick bank was originally opened for.

### **Definition of Family**

Employees' family shall include members of the immediate household and/or immediate family, namely: father, mother, husband, wife, children, father-in-law, mother-in-law, sisters, brothers, and grandparents.

The leave of absence with pay for critical illness in the immediate family shall be three (3) days, except in the case of death of wife, husband, mother, father, son, daughter, grandparents, father-in-law, mother-in-law, sisters, brothers. Then five (5) days will be granted. The days used will be deductible from the employee's personal sick leave allowance.

## **ARTICLE VI PERSONAL LEAVE**

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Effective July 1, 1999, all members of the Oppenheim-Ephratah Central School Non-Instructional Employees' Unit are to be granted four (4) days personal leave without affecting sick leave or salary. For three (3) of these days no reason need be given. The fourth day will only be granted upon submission of a request specifying a reason and the reason must be one of the following:

**Legal Matters:** house closing, income tax hearings, adoption proceedings, and court appearances

**Funeral:** other than family

**Ceremonies:** graduation of teacher, spouse, or child; day of wedding ceremony; participation in religious ceremonies involving employee or family

**Education:** transportation of child to or from college; required parental visit by parent to college; education or professional meetings not approved by the Board

**Religious**

**Observance:** when not covered by regular school calendar

- Any requests for reasons not listed above should be submitted in writing, stating reason, to the Superintendent for his/her consideration.
- Unused personal days shall be credited to sick leave.
- Notification of personal leave should be given to the Superintendent or the immediate supervisor seven (7) days in advance or earlier, if possible.
- Emergency personal leave may be granted at the discretion of the Superintendent or immediate supervisors in lieu of the requested seven (7) days notification.

**Twelve (12) Month Employees**

Any personal day is to be counted as an eight (8) hour day toward the work week when overtime becomes a consideration.



## **ARTICLE VII HOLIDAYS**

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Holidays for all employees that are members of the Non-Instructional Employees Group, eleven (11) and twelve (12) month employees are as follows:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Whole day before Christmas
12. Christmas Day
13. First work day after Christmas Day

A total of thirteen (13) holidays will be granted to all eligible employees.

### **Eleven (11) and Twelve (12) Month Employees**

Any holiday is to be counted as an eight (8) hour day toward work week when overtime becomes a consideration. Days set aside as holidays may be realigned by mutual agreement between the Superintendent and the Bargaining Unit.

## **ARTICLE VIII MISCELLANEOUS**

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### **Bus Drivers**

The following rates are to be applied for exceptions to regularly scheduled bus runs:

	2008-2009	2009-2010	2010-2011
Charter	15.00	15.50	16.00
Mandatory Driver Course	12.00	12.50	13.00
BOCES Career Tech	\$9,017/yr	\$9,378/yr.	\$9,753/yr.

Drivers while at the BOCES Career Tech Center will serve at the discretion of the District.

### **School Trip Notice**

The Transportation Supervisor or his designee will be notified in writing at least five (5) days prior to any school group needing school transportation. Confirmation of a trip must be made by the transportation director at least two days prior to the trip. If a driver accepts a special run and then decides to opt out of the trip, it will be at the discretion of the transportation director to remove that driver from the rotation during the next round of trip assignments. In cases of emergencies, such as the rescheduling of athletic contests, the five day requirement may be waived by the Superintendent.

### **Rotation for Requested Trips**

Effective August 15<sup>th</sup> of each school year, all transportation requested trips will first be assigned to the most senior driver. There after the trips will be awarded to less senior drivers by seniority through August 14 of the next school year when the rotation will return to the first person.

The parties contemplate that on August 15<sup>th</sup> of each school year the rotation process will revert back to the start of the list as it did in the previous year.

### **Mechanics**

The Transportation Supervisor will provide quotes from different uniform providers to the Superintendent. The Superintendent will make the final approval of uniforms for the supervisor and the mechanic. Short sleeve uniform shirts will be provided for the summer.

### **Teacher Aides**

At the start of each school year, written notice will be given to each teacher aide of his/her work time for the school year. Any change of hours during the school year will be at the discretion of the Superintendent.

### **Clerical**

The work year for the Guidance Secretary will be (11) months.

All eleven (11) month employees will work the first two (2) weeks in July and the last two (2) weeks in August or under the discretion of the Superintendent.

All clerical eleven (11) and twelve (12) months employees will be in the snow day rotation.

### **Custodians**

07-08 Night Differential 5%

08-09 Night Differential 5.5% based on 10 months, no night differential for summer time.

### **Clothing**

Jackets, aprons or shirts will be provided by the school district for all non-instructional employees with the school logo.

### **Fingerprinting**

All new employees will be reimbursed for fingerprinting costs after six months of employment. Fingerprinting may be done through the bus garage.

### **Snow Removal**

Custodians will be compensated for a minimum of two hours each time they report to work to remove snow.

## **ARTICLE IX HEALTH INSURANCE**

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**During the first year of this agreement,** the Board of Education agrees to pay, computed on a monthly basis, for full-time employees and dependents ninety-two and one half percent (92.5%) of the premiums for health insurance from a menu of managed care products. Employees will be allowed to change their selection on January 1 or July 1 of each year with thirty (30) days prior notice. The District further agrees to pay sixty percent (60%) of said premiums for retired employees and forty-five percent (45%) for retiree's dependent coverage. The District further agrees to pay ninety-two and one half percent (92.5%) for individual dental coverage. Prescription and Optical plans are also available with varying dollar co-pay amounts, dependent upon choice of plan.

**During the second year of this agreement,** the Board of Education agrees to pay, computed on a monthly basis, for full-time employees and dependents, ninety-two and one half percent (92.5%) of the premiums for health insurance from a menu of managed care products. Employees will be allowed to change their selection on January 1 or July 1 of each year with thirty (30) days prior notice (in accordance with the rules of the health insurance provider). The District further agrees to pay sixty percent (60%) of said premiums for retired employees and forty-five percent (45%) for retiree's dependent coverage. The District further agrees to pay ninety-two and one half percent (92.5%) for individual dental

coverage. Prescription and Optical plans are also available with varying dollar co-pay amounts, dependent upon choice of plan.

**During the third year of this agreement**, the Board of Education agrees to pay, computed on a monthly basis, for full-time employees and dependents, ninety-one and one quarter percent (91.25%) of the premiums for health insurance from a menu of managed care products. Employees will be allowed to change their selection on January 1 or July 1 of each year with thirty (30) days prior notice (in accordance with the rules of the health insurance provider). The District further agrees to pay sixty percent (60%) of said premiums for retired employees and forty-five percent (45%) for retiree's dependent coverage. The District further agrees to pay ninety-one and one quarter percent (91.25%) for individual dental coverage. Prescription and Optical plans are also available with varying dollar co-pay amounts, dependent upon choice of plan.

Employees may opt out of coverage and receive a taxable payment in June of each year of \$1,500.

Employees who opt out must do so by June 1 of each year, plus must notify the District by June 1 to re-enter. Spouses' death or loss of insurance coverage will constitute immediate reinstatement and buyout will be pro-rated.

Insurance plans and carriers may be reviewed during the time of the contract. Any changes to the insurance program will be equal to or superior to the one in place. A study of the health program will be done for possible increase in the district health benefit.

Effective January 1, 2003, all bus drivers will be entitled to health insurance benefits equal to those offered to full-time employees.

Employees may also opt out of coverage and receive a taxable payment in June of each year of \$1,500, if in fact they are employed for the entire school year. Employees who work less than full year (July 1 – June 30) shall receive this benefit pro-rated at the rate of 1/12 of \$1,500 per month. Employees who opt out must do so by June 1 of each year, and must notify the District by June 1 to re-enter. A spouse's death or loss of insurance constitutes immediate and automatic re-enrollment; whereby, the buyout will be pro-rated.

## **ARTICLE X RETIREMENT PLAN**

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Effective 06/28/94, eligible employees will be covered by Plan 75I of the New York State Employees' Retirement System.

The Board of Education agrees to conform to the New York State Employees' Retirement System Plan as prescribed by Section 41-j, 60-b, and 75-c.

## **ARTICLE XI VACATION**

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Effective July 1, 1999, all twelve-month employees will receive one week of vacation upon completion of one year of service, two weeks vacation after two years of service, and three weeks vacation after seven years of service. After ten years of service, one additional day will be earned per year to a maximum of four weeks vacation.

Any employee eligible for more than two (2) weeks vacation will be allowed to continue taking their vacation as in past practice during the school year, providing it is in agreement with the employee's immediate supervisor and the Superintendent.

All employees will be annualized as of July 1 of that same calendar year in determining vacation.

### **Twelve (12) Month Employees**

Any vacation day is to be counted as an eight (8) hour day toward workweek when overtime becomes a consideration.

All twelve (12) month employees that do not exhaust all their vacation time, the days will be added to their sick leave.

## **ARTICLE XII LONGEVITY INCREASES**

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Non-instructional employees of the Oppenheim-Ephratah Central School District shall be eligible for longevity increases as follows:

Years of Service	2008-2009	2009-2010	2010-2011
Beginning with the 15 <sup>th</sup> year of service 16 <sup>th</sup> 17 <sup>th</sup> 18 <sup>th</sup> 19 <sup>th</sup> 20 <sup>th</sup>	\$100	\$150	\$200
Beginning with the 21 <sup>st</sup> year of service 22 <sup>nd</sup> 23 <sup>rd</sup> 24 <sup>th</sup> 25 <sup>th</sup>	\$600	\$650	\$700
Beginning with the 26 <sup>th</sup> year of service 27 <sup>th</sup> 28 <sup>th</sup> 29 <sup>th</sup> 30 <sup>th</sup>	\$800	\$850	\$900
Beginning with the 31 <sup>st</sup> year of service	\$1,000	\$1,050	\$1,100

Longevity payments will be made in addition to base salary, and at no time are to be considered as part of the base salary. As of July 1, 2003, these payments will be made no earlier than the first pay period of each school year and will be pro-rated.

## **ARTICLE XIII SALARY**

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For the 2008-2009 school year, each member of this bargaining unit will receive a 4% increase in salary over the previous year's salary.

For the 2009-2010 school year, each member of this bargaining unit will receive a 4% increase in salary over the previous year's salary.

For the 2010-2011 school year, each member of this bargaining unit will receive a 4% increase in salary over the previous year's salary.

### **Eleven (11) and Twelve (12) Month Employees**

Assigned hours over forty (40) hours per week will be paid at the rate of one and one half times the employee's usual hourly rate.

Any organization using the building at a time which requires a Custodian or member of the Cafeteria staff, then such person shall be paid by the school and in return, the school shall collect from said organization if so desired.

Contracts shall read for a total of one hundred eight-two (182) days for all ten (10) month employees. Payroll deductions for absence beyond contract stipulation shall be calculated at 1/200<sup>th</sup> of base salary, for ten (10) month employees.

Any employee being terminated shall be notified by May 15<sup>th</sup> of that school year, except in cases of job elimination for budget consideration. Those employees remaining will be notified by letter of intent by June 30<sup>th</sup> of each school year.

Effective July 1, 1994, the Senior Auto Mechanic and Auto Mechanic will receive a fifty dollar (\$50.00) per year tool allowance.

## **ARTICLE XIV DISCIPLINE/DISCHARGE**

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The District agrees to comply with the mandates of §75 of the Civil Service Law and its application to the job titles to members of this bargaining unit as provided for in the said law. With regard to disciplinary matters not covered by the law, the District agrees to apply the concept of Progressive Discipline.

The parties agree that the steps to be unitized for Progressive Discipline are as follows:

1. Verbal reprimand (for each minor offense).
2. Written reprimand (counseling letter) to be placed in employee's personnel file.
3. Suspension of up to five (5) days for each occurrence.
4. Dismissal pursuant to §75 of the Civil Service Law.

## **ARTICLE XV TRAINING**

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The District will pay for a CPR/First Aid training course once a year for all non-instructional employees.

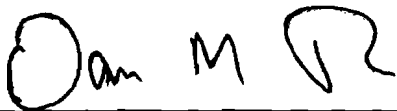
**ARTICLE XVI  
SIGNATURE PAGE**

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**The agreement shall become effective as of July 1, 2008 and shall continue in full force and effect through June 30, 2011.**

In witness whereof the parties have hereunto set their hands and seals on this the First day of September, 2008.

**For the District**

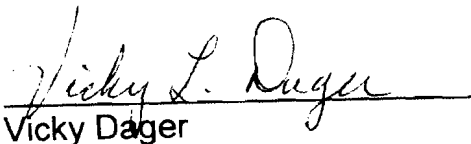


Dan M. Russom, Superintendent

**September 1, 2008**

Date

**For the Non-Instructional  
Employees' Group**

  
Vicky Dager

**September 1, 2008**

Date



